



## *Report to the Auburn City Council*

Action Item

Agenda Item No. **4**

*[Signature]*  
City Manager Approval

**To:** Mayor and City Council Members  
**From:** John Ruffcorn, Chief of Police  
**Date:** September 23, 2013  
**Subject:** Interview Room Technology Replacement, (2-Rooms)

### **The Issue**

Should the City Council, by resolution, approve the acquisition and installation of state of art recording equipment for two interview rooms at the Auburn Police Department? Should the City Council, by resolution, authorize the Chief of Police to sign the Memorandum of Understanding between the City of Auburn Police Department and the Placer County District Attorney's Office?

### **Conclusion and Recommendation**

Based on our research, Staff is recommending by resolution the purchase and installation of the "Case Cracker" interview recording system by Capture Technologies. Staff is also recommending by resolution approving the Memorandum of Understanding between the Auburn Police Department and the Placer County District Attorney's Office for the purchase and installation of the "Case Cracker" interview recording system by Capture Technologies and the ongoing technical support for integrated systems.

### **Background**

The Auburn Police Department is continually working to improve the safety, operations and efficiencies of emergency and non-emergency services to our community, while utilizing technology to enhance safety and improve operational effectiveness.

The current interview recording system in place at the Auburn Police Department is a stand-alone system that is over ten years old and difficult to operate and maintain. The current system is prone to failure and provides an inferior product. Currently, our patrol officers do not use our recording system as it is not practical and is difficult to maneuver through the process of making a recording without Investigative staff assistance.

The "Case Cracker" interview recording system has the capability of being remotely accessed by authorized personnel via a secure internet connection. Interviews can be watched by authorized staff at the Auburn Police Department and by authorized personnel at the Placer County District Attorney's Office from the convenience of their office. Authorized personnel that are watching sensitive or high profile interviews will be able to electronically "Flag" areas of the interviews that, in their opinion, may need additional clarification or attention.

One interview room, in the Investigations Bureau, will be set-up to primarily interview suspects or other persons where security is paramount. The hallway interview room will be used for victim and witness interviews. The hallway interview room will be outfitted with a manual light switch that will turn the recording system on and off. Patrol staff will be able to use either interview room depending on their specific needs.

The recording system is currently in use at the Rocklin and Roseville Police Departments. The system is highly recommended by those agencies as well as the Placer County District Attorney's Office. The Placer County District Attorney's Office is supportive of this system and is willing to cover half of the purchase price, as they have with the Rocklin and Roseville Police Departments.

"Case Cracker" is installed and maintained by Capture Technologies. This recording system includes a workstation, monitor, speakers, DVD burner, 3-year warranty and software license. The system is capable of 1900 hours of video storage with two terabytes of storage space.

Capture Technologies  
2617 "K" Street, Suite 225  
Sacramento CA 95816  
Office (800) 544-5050  
Fax (510) 485-5489

#### Alternatives Available to Council; Implications of Alternatives

1. Proceed with staff recommendation
2. Do not proceed with staff recommendation

#### Fiscal Impact

- (1) Part ID# C-STD-2BDL  
Case Cracker workstation, software, internal DVD burner, monitor, speakers, keyboard, mouse, and 3-year hardware warranty and software license. Performs motion JPEG compression of video/audio for two interview rooms with one or two cameras per room. Stores up to 1900 hours of video with two terabytes of storage space. **\$12,685.00**
- (1) Part ID# C-PERPH-2  
Four covert or overt cameras (must be specified when ordering) and two covert microphone kits. **Included**
- (1) Part ID# C-SWSUP-3  
3-year software support. Provides the services documented in the software support agreement M-F 8AM to 5 PM. **Included**
- (1) Part ID# C-FLAG-2  
Adds support for adding flags to two interview rooms. The kit includes one flag adapter, two receivers, two power supplies and two wireless key fobs. **\$495.00**
- (1) Part ID# C-START/STOP  
Adds support for up to two interview rooms to (1) start and stop recording via an external momentary switch and (2) indicate whether recording is currently in progress via an external light, sometimes called a "tally light". Includes: one or two momentary switches and one or two plate covers. **\$495.00**

- Miscellaneous  
Miscellaneous supplies for mounting, wire runs, etc. \$300.00
- Installation  
Installation, configuration, and training for a two-room Case Cracker Audio/Visual management system. \$1,995.00
- Annual Service Support  
Case Cracker Audio/Visual Management system 8x5 M-F Service Support Contract Coverage. Hardware Warranty Replacement coverage + Recording Software new versions and upgrades included for length of purchased terms + Local certified onsite technician with local direct response time + 1-800 Phone Support + Web Access for service requests. (Support Total here includes (1) location) Discounted for first year (normally \$2,096) \$1,800.00 per year \$5,400.00
- Shipping \$150.00
- Taxes @ 7.5 % \$1,048.13
- The total project cost to replace the existing interview room recording equipment with the "Case Cracker" system \$22,568.13
- ½ of total cost to be paid for by the Placer County District Attorney's Office \$11,284.07
- Total estimated costs to the Auburn Police Department \$11,284.07

Note:

This project is to be funded by asset forfeiture funds provided by both the Auburn Police Department and the Placer County District Attorney's Office. This project will not have an impact on the city of Auburn General Fund.

Attachments:

Attachment A – Purchase Agreement with Capture Technologies

Attachment B – MOU between the Placer County District Attorney's Office and the Auburn Police Department



Serving Clients since 1948  
CA. OR. NV. AZ.  
Corporate -3575 Alameda Ave  
Oakland, CA 94601  
Sacramento Office -2617 K St., Suite 225  
Sacramento, CA 95816  
800.544.5050 x189 Fax 510-485-5489  
mvanenoo@capturet.com

Standard

**CASECRACKER**  
by Cardinal Peak

Standard CaseCracker Two Room  
Interview Solution

DATE 5/10/2013

PROPOSAL CM-E130510-2

**Auburn Police Department**

1215 Lincoln Way  
Auburn, CA 95603

Dale Hutchins  
dhutchins@auburn.ca.gov

(530) 823-4224

PO #

**Standard CaseCracker Two Room Interview Solution**

PART ID	DESCRIPTION OF ITEMS	QTY	PRICE	EXT AMT
C-STD-2BDL	Includes CaseCracker workstation with CaseCracker software pre-installed, internal DVD burner, monitor, speakers, keyboard, mouse, 3-year hardware warranty and software license. Performs motion JPEG compression of video/audio for two interview rooms with one or two camera views per room. Stores up to 1900 hours of video with 2 TBs of storage space. Perfect for two interview rooms.	1	\$12,685.00	\$ 12,685.00
C-PERPH-2	Includes four covert or overt cameras (must specify when ordering) and two covert microphone kits.	1	Included	\$ -
C-SWSUP3	3-year software support. Provides the services documented in the software support agreement.	1	Included	\$ -
C-FLAG-2	Adds support for adding flags to two interview rooms. The kit includes: one flag adapters, two receivers, two power supplies and two wireless key fobs.	1	\$ 495.00	\$ 495.00
C-START/STOP	Adds support for up to two interview rooms to (1) start and stop recording via an external momentary switch and (2) indicate whether recording is currently in progress via an external light, sometimes called a "tally light". Includes: one or two momentary switches and one or two plate covers.	1	\$ 495.00	\$ 495.00
Misc	Miscellaneous Supplies for mounting, wire runs, etc.	1	\$ 300.00	\$ 300.00
	Costs of Hardware for Two-Room Casecracker Audio/Video Management System			\$ 13,975.00
Installation	Installation, configuration, and training of a two-room CaseCracker Audio/Visual management system	1	\$ 1,995.00	\$ 1,995.00
Annual Service Support	CaseCracker Audio/Video Management system 8x5 M-F Service Support Contract Coverage-Hardware Warranty Replacement coverage + Recording Software new Versions & Upgrades included for length of purchased terms + LOCAL certified Onsite Technician with local direct response time + 1-800 Phone Support + Web access for service requests. (Support Total here includes (1) location) Discounted for first year (normally \$2,096)	3	\$ 1,800.00	\$ 5,400.00
	Costs of Hardware for Two-Room Casecracker Audio/Video Management System			\$ 13,975.00
	Installation, Configuration, Cabling & On-site Training			\$ 1,995.00
	8x5 M-F Service Support			\$ 5,400.00
	Shipping			\$ 150.00
	Estimated TAX @ 7.50%			\$ 1,048.13
TURNKEY Complete	TOTAL INVESTMENT CaseCracker Audio/Video management system			\$ 22,568.13
	50% Down Payment			\$ 11,284.06

100%

Please review & sign with provided Purchase Order Request. Upon approval e-mail all documents to mvanenoo@capturet.com, Martin Van Enco can be reached at 800-544-5050 x189

**Terms & Conditions**

1. Installation to be completed by Capture Technologies Certified Technician
2. Service Support Quoted is for 3 years starting when system is put into service or following the end of the previous service agreement for equipment being replaced 8 x5 Onsite Support, Parts Replacement & Phone Support.
3. Price quotations are valid for 90 days
4. Physical location must be set to the specifications of the site survey guide.
5. Delivery is anticipated 4-6 weeks from Receipt of Signed Purchase Order
6. Customer is responsible for maintenance of all cable & wiring associated with this equipment.

**Capture Technologies, Inc. (CTI)**----Shall use all reasonable efforts to perform professional services and deliver all materials associated with the attached quote. If the end user has made any Material modifications without CTI permission and prior written consent, CTI will be under no obligation to provide any service until such time as the issue is resolved within reasonable satisfaction of CTI. Cancellations & or Returns may be subject to a Restocking Fee of up to 25% of Product Purchase Price. Any delay in the performance of any obligations created by the end user or the reseller shall not delay or extend any terms set forth by CTI. If it is determined that any changes to the Quoted hardware and/or software are required, the Customer shall submit a Change Request Form. The customer is still liable in full for any services/hardware/software originally ordered and the terms set forth below.

**PAYMENT TERMS:** (relative to non State Funded projects)

**DEPOSIT:** The customer will be invoiced for 50% of the overall quoted amount by CTI on the date the purchase order is generated.

**HARDWARE:** The Customer will be invoiced 25% of the overall quoted amount by CTI when the equipment is delivered to the work site. If the hardware is complete and the customer delays the delivery of the hardware, Capture reserves the right to bill the customer.

**INSTALLATION AND TRAINING:** The Customer will be invoiced by CTI for the balance of the quoted amount (25%) on completion of the project and signature of completion by the customer

**CHANGE ORDERS:** The Customer will be invoiced by CTI for any Change Order when the product / services are delivered.

**PLEASE NOTE:** All Capture Technologies invoices are due 30 days from the invoice date.

**SERVICE CONTRACT:**

CTI will provide services per the attached agreement...

Please remit all purchase orders to Capture Technologies through one of the following ways:

1. E-mail to mvanenoo@capturet.com
2. Fax to 510-485-5489 Attn: Martin van Enco

Please note: A written purchase order, signed purchase order exception form or Letter of Intent is required prior to the start of any project.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF AUBURN AND  
PLACER COUNTY DISTRICT ATTORNEY'S OFFICE  
FOR THE INTERVIEW ROOM RECORDING PROJECT**

THIS AGREEMENT is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Auburn, a municipal corporation ("CITY"), and the County of Placer, a political subdivision of the State of California ("COUNTY").

WHEREAS, the Parties believe it to be in their best interest, as well as the public's best interest, to enter into a Memorandum of Understanding ("MOU") between the City of Auburn ("CITY") and the County of Placer ("COUNTY") to share costs related to the implementation of a video recording system ("System") to be housed in the Auburn Police Department's headquarters located at 1215 Lincoln Way, Auburn CA; and

WHEREAS, the cost to install and maintain the System will be shared by CITY and the COUNTY; and

WHEREAS, the COUNTY has an interest in live remote viewing of law enforcement interviews; and

WHEREAS, the COUNTY and CITY would benefit from the sharing of a system that allows remote viewing, both in effective interviews being taken, as well as time and cost savings by this increased efficiency; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests, as well as the public's best interest, to enter into an agreement to replace the current recording system and to cooperatively provide for the implementation of a new system that will allow the sharing of comprehensive, timely and accurate information among public safety agencies, to provide for data communications between the CITY and COUNTY, and to provide for interoperability between such agencies.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. CITY will act as the lead agency in contracting for installation and maintenance of a new System. Tasks associated with this contracting shall include the following:
  - a. Executing an agreement with the Vendor, based on Vendor's quote for sale and installation of the System, a copy of which is attached as Exhibit "A."
  - b. Overseeing the completion of work under the agreement for services with the Vendor.
  - c. Receiving and paying invoices from the Vendor.
  - d. Sending invoices to COUNTY for partial or full payment as provided in this Agreement.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF AUBURN AND  
PLACER COUNTY DISTRICT ATTORNEY'S OFFICE  
FOR THE INTERVIEW ROOM RECORDING PROJECT**

2. Cost-Sharing. CITY will be responsible for administering the contract for the services of the Vendor. It is understood and agreed, however, that COUNTY, will pay half (50%) of the amount due under each invoice from the Vendor. CITY will be responsible for the other half (50%). Cost-Sharing under this Agreement will stop when all invoices have been paid pursuant to the terms of this Agreement, and the System is in place and functional.
3. Statement of Intent.
  - a. The Parties intend to make all major decisions about the development and implementation of the System through the consensus of both Parties.
  - b. The Parties intend for participating agencies to equally contribute financially to the system at the time of procurement, and not extending past installation and functional implementation.
4. Incorporation of Third Party Agreement. Incorporated in this Agreement by reference is the contract for purchase and installation of the System between CITY and VENDOR, attached hereto as Exhibit "A"
5. Invoices. CITY shall invoice COUNTY as agreed upon. COUNTY shall pay CITY within thirty (30) days of receipt of invoice.
6. Access to Records. Duly authorized representatives of COUNTY shall have the right of access during normal business hours to CITY's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during implementation of the project.
7. Notices: Any invoice, payments, notices or other written communication related to this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, address as below. Either party may amend its address for notice by giving notice to the other party in writing.

CITY OF AUBURN  
John F. Ruffcorn, Chief of Police  
Auburn Police Department  
1215 Lincoln Way  
Auburn, CA 95603

COUNTY OF PLACER  
Jeff Wilson, Assistant District Attorney  
Placer County District Attorney's Office  
10810 Justice Center Drive, Suite 240  
Roseville, CA 95678

8. Dispute Resolution: In the event that either party is dissatisfied with the equipment, service or any other matter covered by this MOU, the Party shall give written notice to the other Party. The Parties agree to meet within thirty (30) business days to informally resolve the problem.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF AUBURN AND  
PLACER COUNTY DISTRICT ATTORNEY'S OFFICE  
FOR THE INTERVIEW ROOM RECORDING PROJECT**

9. Allocation of Costs
  - a. This MOU covers purchase, installation, and limited service of the system as described in Exhibit A. Each Party has agreed to pay for half (50%) of the total cost as described in Exhibit A. On-going maintenance beyond that described in Exhibit A will be the responsibility of the CITY.
  - b. Each agency is responsible to acquire and maintain its own end-user equipment, such as personal computers, if not provided for in Exhibit A.
10. Security.
  - a. No participating agency will use the System to release information originating from another participating agency to the public and the media. Any requests for information or records will be referred to the agency that created such records. All records generated by the System shall be considered records of the Auburn Police Department, and shall be subject to federal, state, and local laws regarding law enforcement investigations.
  - b. The System shall be subject to the City of Auburn's policies regarding security of networks and electronic data storage.
11. Term of Agreement: This Agreement shall be effective as of the date signed by the authorized representatives of the Parties and shall remain in effect until all services and contracts covered by this Agreement have been completed and performed, and all payments required under this Agreement have been made.
12. Amendments: Any amendments to this MOU must be in writing and executed by both Parties.
13. Termination of Agreement. Either participant may terminate all obligations and duties agreed to in this Agreement by providing to the other Party not less than 120 days advance written notice of termination prior to each fiscal year. The Party terminating the Agreement shall be responsible for any costs or services provided up to the date of termination.
14. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. Modification: This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF AUBURN AND  
PLACER COUNTY DISTRICT ATTORNEY'S OFFICE  
FOR THE INTERVIEW ROOM RECORDING PROJECT**

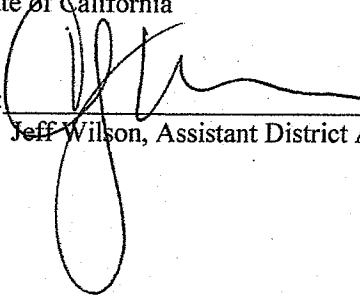
16. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No Agency. Each party understands and agrees that there is no agency relationship between the parties. It is further understood and agreed by the parties that notwithstanding anything contained herein, the officers, agents and employees of each party shall continue to be entirely and exclusively under the direction, supervision and control of the employing party. Accordingly, each party shall assume responsibility and liability for the acts of its own officers, agents and employees in connection with the performance of their official duties under this Agreement.
18. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.
19. Mutual Indemnity.
  - a. CITY agrees to indemnify and save COUNTY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of the CITY, its agents or employees in connection with the performance of this Agreement and the use of the System. CITY shall also indemnify and defend COUNTY from and against any and all claims against COUNTY resulting from CITY's use of the System, unless caused by the independent acts of COUNTY.
  - b. COUNTY agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of COUNTY, its agents or employees in connection with the performance of this Agreement and the use of the System. COUNTY shall also indemnify and defend CITY from and against any and all claims against CITY resulting from COUNTY's use of the System unless caused by the independent acts of CITY.

IN WITNESS WHEREOF, the City of Auburn, a municipal corporation, has authorized execution of this Agreement.

CITY OF AUBURN,  
a Municipal corporation

By: \_\_\_\_\_  
John F. Ruffcorn, Chief of Police

COUNTY OF PLACER,  
a political subdivision of the  
State of California

By:  \_\_\_\_\_  
Jeff Wilson, Assistant District Attorney

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RESOLUTION NO. 13-  
RESOLUTION AUTHORIZING THE AQUISITION OF INTEVIEW ROOM  
TECHNOLOGY FOR THE AUBURN POLICE DEPARTMENT

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THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:  
That the City Council of the City of Auburn does hereby authorize the  
City Manager or his designee to purchase Case Tracker interview recording  
equipment from Capture Technologies to replace the current outdated  
interview room recording equipment.

DATED: September 23, 2013

\_\_\_\_\_  
Kevin Hanley, Mayor

ATTEST:  
\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

I, Stephanie Snyder, City Clerk of the City of Auburn, hereby certify that the  
foregoing resolution was duly passed at a regular meeting of the City Council  
of the City of Auburn held on the 23th day of September 2013 by the  
following vote on roll call:

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

RESOLUTION NO. 13-

RESOLUTION AUTHORIZING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE AUBURN POLICE DEPARTMENT AND THE PLACER COUNTY  
DISTRICT ATTORNEY'S OFFICE FOR PURCHASE OF INTERVIEW RECORDING  
TECHNOLOGY

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the  
City Manager or Chief of Police to sign the memorandum of understanding  
between the City of Auburn Police Department and the Placer County District  
Attorney's Office for the purchase and support of the Case Tracker interview  
recording equipment from Capture Technologies.

DATED: September 23, 2013

\_\_\_\_\_  
Kevin Hanley, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

I, Stephanie Snyder, City Clerk of the City of Auburn, hereby certify that the  
foregoing resolution was duly passed at a regular meeting of the City Council  
of the City of Auburn held on the 23th day of September 2013 by the  
following vote on roll call:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

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